

(323) 881-2401

August 12, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR TURNOUT AND ACCESSORY CLEANING AND REPAIR
SERVICES (DISTRICTS 1 AND 3) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve a three-year contract with Solutions Safety Services, Inc., in an annual amount of \$60,000, to provide cleaning and repair services for turnouts and its accessories for all uniformed personnel of the Consolidated Fire Protection District of Los Angeles County.
3. Instruct the Chair to sign the contract with Solutions Safety Services, Inc.
4. Authorize the Fire Chief or his designee to suspend, and/or terminate the contract, if deemed necessary, in accordance with the District's contract for Turnout and Accessory Cleaning and Repair Services. In addition, authorize the Fire Chief or his designee to amend this contract by way of extensions and rate increases to meet the terms and conditions as set forth above and within the contract for Turnout and Accessory Cleaning and Repair Services.
5. Authorize the annual contract expenditure for the first three (3) contract years at \$180,000, representing the total annual cost based on the District's current and

previous fiscal year expenditures. In addition, authorize expenditures for the two (2) additional one-year periods of \$60,000 per year, to include Cost of Living Adjustments (COLA) requests for multi-year service contracts (Policy No. 5.070 of the Board of Supervisors Policy Manual). The COLA allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index or any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

PURPOSE OF RECOMMENDED ACTION:

The purpose of these recommended actions is to enable the District to continue to obtain turnout and accessory cleaning and repair services as needed for the District's uniformed personnel. Currently, the District is being provided these services through a blanket purchase order, on an as-needed basis.

In addition, the two (2) one-year extensions of \$60,000 per year are subject to include Cost of Living Adjustments (COLA) requests for multi-year service contracts, allowing for increases based upon the CPI or upon, and that shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

In order to keep all uniformed personnel safe and properly attired, approval of this contract is needed.

ENVIRONMENTAL DOCUMENTATION:

The services provided through this contract will not have a significant effect on the environment and is therefore exempt from CEQA, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

JUSTIFICATION:

The recommended contractor is currently performing these services through a blanket purchase order and has, through past performance, shown that he is qualified to perform the duties as outlined in the Statement of Work, and is accredited and certified to meet the NFPA codes and standards, thereby meeting the District's needs.

Implementation of Strategic Plan Goals

In accordance with the Strategic Plan Goals of service excellence, fiscal integrity, organizational effectiveness, and workforce excellence, the implementation of this vendor under contract, along with the increased requirements for professionalism and expertise, promotes and further enhances the District's goals in the turnout and accessory cleaning and repair services area.

FISCAL IMPACT/FINANCING:

The contract expenditure for the District is \$60,000 annually, with allowances for COLA increases for the two (2) one-year extensions. There is sufficient funding for this contract within the District's 2003-2004 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The District recommends award of the Turnout and Accessory Cleaning and Repair Services contract to Solutions Safety Services, Inc., which is also the lowest bidder in response to the IFB for these services. Solutions Safety Services, Inc., is in compliance with all Board, CAO and County Counsel requirements. On final analysis and consideration of an award, the contractor was selected without regard to gender, race, color, creed, or national origin.

This contract has been properly executed by Solutions Safety Services, Inc., and County Counsel has approved it as to form.

CONTRACTING PROCESS:

The District solicited bids for turnout and accessory cleaning and repair services in twelve newspapers, online on the Los Angeles County web page, and on the Internet, in accordance with Board policy. (The prospective contract is subject to the District policy that requires the Child Support Compliance Program, Contractor Responsibility and Debarment Program, and the Contractor Employee Jury Service Program, which were included as requirements in the Invitation for Bid.) Three (3) companies were in attendance at the Bidder's Conference and two (2) companies submitted bids.

- The District has evaluated and determined that the contractor complies with the District's policy of compliance with the Child Support Compliance Program, Contractor Responsibility and Debarment Program, and the Contractor Employee Jury Service Program, and agrees to maintain compliance with all requirements throughout the term of this contract.

The Honorable Board of Supervisors
August 12, 2003
Page 4

The District has reviewed available resources to assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with other District and County contracts.

This contract does include a Cost of Living Adjustment for the possible additional two (2) one-year extensions which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index or any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

There will be no significant impact on current services. The existing vendor will continue services as the contractor upon approval by the Board.

CONCLUSION:

Upon execution by your Honorable Board, please return two original certified copies of the contract to the Fire Chief of the Consolidated Fire Protection District of Los Angeles County for further processing.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:slr

Attachments

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors

CONTRACT # _____



CONTRACT

BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

SOLUTIONS SAFETY SERVICES, INC.

FOR

**TURNOUT AND ACCESSORY CLEANING
AND REPAIR SERVICES**

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS.....	2
3.0	SCOPE OF WORK.....	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- DISTRICT	7
6.1	DISTRICT'S CONTRACT DIRECTOR.....	7
6.2	DISTRICT'S CONTRACT ADMINISTRATOR.....	7
6.3	DISTRICT'S CONTRACT PROJECT MONITOR.....	8
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	8
7.1	CONTRACTOR'S PROJECT MANAGER.....	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	BACKGROUND & SECURITY INVESTIGATIONS	8
7.4	CONFIDENTIALITY	9
8.0	TERMS AND CONDITIONS.....	9
8.1	ASSIGNMENT AND DELEGATION.....	9
8.2	AUTHORIZATION WARRANTY	10
8.3	BUDGET REDUCTIONS.....	10
8.4	CHANGE NOTICES AND AMENDMENTS.....	11
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW.....	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	13
8.8	COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM.....	13
8.9	CONFLICT OF INTEREST	15
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	16
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	16
8.12	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	17
8.13	NOTICE TO EMPLOYEES REGARDING SAFELY SURRENDERED BABY LAW.....	19

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	19
8.15	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.....	19
8.16	CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM.....	20
8.17	DISTRICT'S QUALITY ASSURANCE PLAN.....	20
8.18	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS	21
8.19	EMPLOYMENT ELIGIBILITY VERIFICATION	21
8.20	FACSIMILE REPRESENTATIONS	22
8.21	FAIR LABOR STANDARDS	22
8.22	GOVERNING LAW, JURISDICTION, AND VENUE.....	23
8.23	INDEPENDENT CONTRACTOR STATUS	23
8.24	INDEMNIFICATION.....	24
8.25	GENERAL INSURANCE REQUIREMENTS	24
8.26	INSURANCE COVERAGE REQUIREMENTS	27
8.27	LIQUIDATED DAMAGES	28
8.28	MOST FAVORED PUBLIC ENTITY	29
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION	29
8.30	NON EXCLUSIVITY	31
8.31	NOTICE OF DELAYS.....	31
8.32	NOTICE OF DISPUTES	31
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.34	NOTICES	32
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.36	PUBLIC RECORDS ACT	32
8.37	PUBLICITY	33
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	34
8.39	RECYCLED BOND PAPER	36
8.40	SUBCONTRACTING.....	36
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	37
8.42	TERMINATION FOR CONVENIENCE.....	38

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.43	TERMINATION FOR DEFAULT	39
8.44	TERMINATION FOR IMPROPER CONSIDERATION	41
8.45	TERMINATION FOR INSOLVENCY	42
8.46	TERMINATION FOR NON-ADHERENCE OF DISTRICT LOBBYIST POLICY	43
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	43
8.48	VALIDITY	44
8.49	WAIVER	44
8.50	WARRANTY AGAINST CONTINGENT FEES	44
	SIGNATURES.....	45

EXHIBITS

A	CONTRACTOR'S PROPOSED SCHEDULE.....	
B	CONTRACTOR'S EEO CERTIFICATION.....	
C	DISTRICT'S ADMINISTRATION	
D	CONTRACTOR'S ADMINISTRATION	
E1	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, AND CONFIDENTIALITY AGREEMENT	
E2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, AND CONFIDENTIALITY AGREEMENT	
F	JURY SERVICE ORDINANCE.....	
13	BID SHEET/PRICE RATES	

APPENDICES

B	STATEMENT OF WORK	
C	TECHNICAL EXHIBITS	
D	REQUIRED FORMS	

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
TURNOUT AND ACCESSORY CLEANING
AND REPAIR SERVICES CONTRACT**

This Contract is made and entered into this ____ day of _____, 2003 by
and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS
ANGELES COUNTY (hereinafter "District")
and

SOLUTIONS SAFETY SERVICES, INC.

(hereinafter referred to as Contractor).

RECITALS

WHEREAS, the District may contract with private businesses for Turnout
and Accessory Cleaning and Repair Services when certain requirements are met;
and

WHEREAS, the Contractor is a private firm specializing in providing Turnout
and Accessory Cleaning and Repair Services; and

WHEREAS, District has the responsibility to provide Turnout and Accessory
Cleaning and Repair Services for District personnel located at the facilities named
herein; and

NOW THEREFORE, in consideration of the mutual covenants contained
herein, and for good and valuable consideration, the parties agree to the
following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, Exhibit 13, and Appendices B, C, and D are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the applicable Exhibit(s), or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits.

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No notice or amendment to this Contract shall be valid unless prepared pursuant to Subparagraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 CONTRACT: Agreement executed between District and Contractor.

It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Appendix B*.

2.2 CONTRACTOR: Solution Safety Services, Inc., has entered into a contract with the District to perform or execute the work covered by the *Statement of Work, Appendix B*.

2.3 COUNTY: Refers to the County of Los Angeles.

2.4 CONTRACTOR PROJECT MANAGER: The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.5 DISTRICT CONTRACT PROJECT MONITOR:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.
- 2.7 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.
- 2.8 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.9 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 SCOPE OF WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Appendix B*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing after execution by the District's governing body, the Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The District shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract

term of five (5) years. Each such option year shall be exercised individually and separately by the District.

5.0 CONTRACT SUM

5.1 The sum of the Contract shall not exceed \$325,000.00. Individual pricing rates of cleaning and repair will coincide with *Exhibit 13, "Bid Sheet/Price Rates."*

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in *Exhibit C*.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This

provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Appendix B - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit 13 – Bid Sheet/Price Rates*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit 13 – Bid Sheet/Price Rates*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Appendix B - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed original invoice, along with one (1) copies to the following address:

Consolidated Fire Protection District of
Los Angeles County
Financial Management Division
Expenditure Management
P.O. Box 910901
Commerce, California 90091

Contractor shall send one (1) copy of the invoice to the District Contract Project Monitor authorizing the work, who shall review and approve all invoices for payment.

5.5.6 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Monitor prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval by the District, take more than two (2) weeks from receipt of properly prepared invoices.

To assist the District in making timely payment for services provided hereunder, Contractor's invoices shall contain the following:

- (1) Contract number
- (2) A breakdown of material cost as separate items
- (3) Unit cost per item
- (4) Copy of approved Work Authorization form.

5.6 COST OF LIVING ADJUSTMENTS (COLA)

The Contractor's rates shall remain firm and fixed for the first three (3) years of the Contract. COLA increase may be applied for each additional optional two (2) one-year extensions, only at the request of the Contractor and approved by the District.

The Contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department

of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all District personnel involved with District Administration referenced in the following Sub-paragraphs are designated in *Exhibit C*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 DISTRICT'S CONTRACT DIRECTOR

Responsibilities of the District's Contract Director include:

- making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.3 DISTRICT'S CONTRACT PROJECT MONITOR

The District's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the District's Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 Contractor's Project Manager is designated in *Exhibit C*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 BACKGROUND AND SECURITY INVESTIGATIONS

7.3.1 At any time prior to or during term of this Contract, the District may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint

security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.3.2 District may request that Contractor's staff be immediately removed from working on the District Contract at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District conducted background clearance.

7.3.3 District may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access, at the sole discretion of the District.

7.3.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the District. Any unapproved

assignment or delegation shall be null and void. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Districts express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

It is the District's policy that, in the event that the Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The District reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by District's Contract Administrator.

8.4.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the District's Contract Administrator.

8.4.3 The District's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

8.4.4 The District's Contract Administrator may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within 30 business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The District will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

8.5.2 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the District's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the District's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

It is the District's policy that this Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for

actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury

Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum

qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any District Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the District, (2) committed any act or omission which negatively reflects on the Contractor's

quality, fitness or capacity to perform a Contract with the District or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or

adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The District's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the District places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the

District's policy to encourage all District Contractors to voluntarily post the District's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the District's Child Support Compliance Program and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such

evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or seek other remedies as specified in this Contract.

8.18 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

(P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant

to this Contract.

8.23.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the “*Contractor Employee Acknowledgment, and Confidentiality Agreement*”, *Exhibit E1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the “*Contractor Non-Employee Acknowledgment, and Confidentiality Agreement*”, *Exhibit E2*.

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract.

8.25 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor’s own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the District shall be delivered to:

Consolidated Fire Protection District of
Los Angeles County
1320 N. Eastern Avenue

Los Angeles, California 90063-3294

Attn: Contracts Section

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the District, County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

8.25.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

8.25.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a

District "Non-employee Injury Report" to the District Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms

of this Contract.

8.25.5 Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

8.25.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.26 INSURANCE COVERAGE REQUIREMENTS

8.26.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.26.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the District, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, the District will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.27.2 This paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the

District's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit B - Contractor's EEO Certification*.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.29 when so requested by the District.
- 8.29.7 If the District finds that any provisions of this Sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District

that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District Contract Administrator and/or District Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator or District Contract Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax

laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit C District's Administration and Exhibit D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District Contract Administrator or designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation For Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of

the District's Contract Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the

Contractor or otherwise, then the Contractor shall file a copy of such audit report with the District's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the District's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

The Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract,

notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.

8.40.6 The District's Contract Administrator is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establishes that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of
Los Angeles County
1320 N. Eastern Avenue
Los Angeles, California 90063-3294
Attn: Contracts Section

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County

Child Support Services Department shall be grounds upon which the District's Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District through its Fire Chief, or his designee, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.2 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the District, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit,

excerpt, copy, or transcribe such material at such other location.

8.43 TERMINATION FOR DEFAULT

8.43.1 The District, through its Fire Chief, or his designee, may by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of

the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the District terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the District agree that the District will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the District's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the District agree that the District shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the District for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the District by cash payment upon demand or, at the sole discretion of the District, or designee, deducted from any amounts due to the Contractor by the District, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the District is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.24 - Indemnification.

8.43.6 The rights and remedies of the District provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District Contract Director who will then notify the manager/supervisor charged with the supervision of the employee or to the District Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due,

whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF DISTRICT LOBBYIST POLICY

It is the District's policy that the Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District's Board of Supervisors appropriates funds for this Contract in the District's Budget for each

such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its governing body, the Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By _____
Name Title

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By _____
(Chair), Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Principal Deputy County Counsel

APPENDIX B

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTION 1</u>	PAGE
1.0 SCOPE OF WORK.....	1
2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND OR WORK HOURS.....	2
3.0 QUALITY CONTROL.....	2
4.0 QUALITY ASSURANCE PLAN	2
5.0 REGULATIONS.....	4
6.0 FORMS	5
7.0 RESPONSIBILITIES	5
<u>DISTRICT</u>	5
7.1 Personnel.....	5
<u>CONTRACTOR</u>	6
7.2 Project Manager.....	6
7.3 Personnel.....	7
7.4 Materials and Equipment	7
7.5 Training	8
7.6 Contractor's Office	8
8.0 WORK SCHEDULE.....	8
9.0 PERFORMANCE REQUIREMENTS SUMMARY	9
 <u>SECTION 2</u> -TECHNICAL SPECIFICATIONS	
1.0 MATERIAL SAFETY DATA SHEET	11
2.0 DATA ENTRY AND RECORD KEEPING SERVICES	11
3.0 CLEANING	12
4.0 REPAIRS.....	13
5.0 TESTING.....	15
 <u>SECTION 3</u> -PICK-UP / DELIVERY LOCATIONS	
DIRECTORIES	16

APPENDIX B – Section 1

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The tasks outlined below are specific but may vary, depending on any increase or decreases to the workload needed. It is the responsibility of the Contractor to disseminate information to all personnel working on this Contract, including all revisions, additions or deletions to these tasks at the request of the District.

- 1.1 Contractor shall provide pick-up and delivery service to all Fire Department sites as outline in Appendix B, Section 2. The Fire Department will bag the turnouts and accessories in plastic bags and label each bag with the name of the District personnel prior to the contractor pick-up.
- 1.2 Contractor shall pick-up the turnouts and accessories within four (4) hours of receiving a call for services from the District.
- 1.3 Contractor shall clean and make minor repairs to the turnouts and accessories, as specified on the District provided “Turnout Specification Sheet,” and or the “Wildland Gear Specification Sheet,” within three (3) days or less of pick-up from the Fire Departments.
- 1.4 Contractor shall provide after hour and holiday cleaning and repair services to all Fire Department sites, as outlined in Appendix B, Section 2.
- 1.5 Contractor shall clean turnouts in accordance with manufacturer guidelines.
- 1.6 Contractor shall return the turnouts and accessories in individually packages plastic bags, boxes or cartons, labeled with the Fire Department location, fire fighter name, and contains a Packing List of the items being delivered.
- 1.7 When necessary, Contractor shall use various modes of shipment to make deliveries in a timely manner to the Fire Departments. Contractor may utilize delivery services such as the United States Mail, UPS, Federal Express, contractor vehicles, or any other delivery services, at the contractor’s expense.

- 1.8 Contractor shall display the Order Number on all shipments to the Fire Department facilities. This shall include the box or carton, packing list, and contractor invoice.
- 1.9 Packing list shall record the quantity ordered, quantity shipped, item descriptions, back ordered amount, estimated delivery of back ordered item(s), and delivery site.
- 1.10 Contractor shall provide all necessary equipment, vehicles, cleaning products, and repair products and supplies needed to perform all cleaning and repair services.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

The District shall have the right to increase the requested services based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from District. A telephone notification by District shall be made for turnouts and accessories needing immediate attention.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the District's Contract Administrator for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the District upon request.

4.0 QUALITY ASSURANCE PLAN

The District will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, District's Quality Assurance Plan.

4.1 District's Quality Assurance personnel shall perform the following duties:

- 4.1.1. Review Contractor's employee's annually and/or at the request of the District Contract Administrator anytime during the contract period.
- 4.1.2. Consult with District Contract Administrator and when appropriate, prepare a Contract Discrepancy Report for any deficiencies found.
- 4.1.3. Perform monthly inspections covering all assigned tasks, review results of action taken as a result of Contract Discrepancy Report, and perform on-site inspections and other necessary functions.
- 4.1.4. Monitor condition of equipment and, if found defective or inadequate shall prepare a Contract Discrepancy Report.
- 4.1.5. District shall forward an invoice to Contractor for all repairs or replacement cost of any lost, stolen, or damaged District turnout and/or accessories along with a Contract Discrepancy Report. Contractor shall be responsible for payment to District within thirty (30) days of such receipt. If payment is not received within thirty (30) days amount shall be deducted from Contractor's invoice for turnout and accessory cleaning and repair services.
- 4.1.6. District shall evaluate Contractor's performance under the Contract, using Statement of Work Performance Requirement Summary and/or such procedures as may be necessary to ascertain Contractor's compliance with the Contract.
- 4.1.7. Performance evaluation meetings shall be held jointly by District's Contract Administrator's staff and Contractor's Project Manager on an annual basis. District's Contract Administrator reserves the right to schedule more frequent meetings, if Contractor's performance does not meet an acceptable quality level. An acceptable quality level will be determined by, but not limited to the Contractor adhering to the Performance Requirement Summary.

4.2 Contract Discrepancy Report (*Technical Exhibit 1*)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is

identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the District Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 REGULATIONS

The Contractor and Contractor's personnel are required to follow all Federal, State and local laws that apply to the providing of cleaning and repair services under this Contract, all laws affecting arrest, including those as set forth in sections relative to arrest of the California Penal Code. Additional laws include but are not limited to those relating to the licensing of personnel.

- 5.1 Contractor shall upon award of Contract, provide to the District's Contract Administrator, a copy of the company's CAL/OSHA Industrial Injury Prevention Program (IIPP) Manual.
- 5.2 Contractor shall provide well-maintained tools and equipment, including appropriate personal protective equipment.
- 5.3 Contractor shall provide annual medical examinations to all cleaning and repair personnel who may be exposed to hazardous materials.
- 5.4 Contractor shall prominently post OSHA poster 3165, informing personnel of their rights and responsibilities.
- 5.5 Contractor shall adhere to all CAL/OSHA regulations in regards to the cleaning, maintenance, and repairs of turnouts and its accessories.

For additional information, call the U.S. Department of Labor, Occupational Safety & Health Administration at (800) 321-OSHA (6742) or contact them through their web-address: www.osha.gov

6.0 FORMS

The following is a list of forms or logs that are applicable to this Contract and will be provided to the Contractor by the District's Contract Administrator upon award of this Contract.

- District Contract Discrepancy Report
- Incident Report (*originals to be submitted to the District's Construction and Maintenance Division*)

6.1 Contractor shall provide to District's Contract Administrator, for review and approval, all Contract related forms, which will be used by Contractor, prior to the start of the Contract.

6.2 Contractor may substitute its company forms for District's forms; however, District's Contract Administrator, prior to use, shall approve the substitute form.

7.0 RESPONSIBILITIES

The District's and the Contractor's responsibilities are as follows:

DISTRICT

7.1 Personnel

The District will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract. Specific duties will include:

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

CONTRACTOR

7.2 Project Manager

- 7.2.1. Contractor shall provide a full-time Project Manager or designated alternate. District must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 7.2.2. Project Manager shall act as a central point of contact with the District. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 7.2.3. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 7.2.4. Project Manager shall be responsible for the overall management and coordination of the Contract.
- 7.2.5. Supervisors: Contractor shall provide one (1) District approved supervisor for every shift of cleaning and repair personnel covered by Contractor.
- 7.2.6. Cleaning and Repair Personnel: Contractor shall be responsible for providing cleaning and repair personnel who shall be competent and qualified staff and be able to fulfill the requirements of the Contract listed in Paragraph 3.0 Scope of Work.
- 7.2.7. Contract Manager, Project Manager, and cleaning personnel that have been convicted of any felony convictions will not be allowed to provide any work related to this Contract.
- 7.2.8. Contractor shall submit a complete District supplied application to the Fire Department on each prospective cleaning personnel, driving personnel and supervisor at the time that applicant is referred to District. The application shall address the following:

1. Employment History. List applicant's present or last job first, then all jobs held and any periods of unemployment in the past ten (10) years and include turnout cleaning services experience.
 2. Driving Record. A current printout of the applicant's Motor Vehicle Record is required annually. Printout to be made available to District within five (5) working days of applicant's interview.
- 7.2.9. Contractor shall be responsible for all training of new personnel and shall issue all related equipment, and supplies, as specified in Paragraph 7.2 "Contractor Responsibilities" in this SOW.
- 7.2.10. Contractor shall be certified by a manufacturer of turnout apparel and present a letter that states that they are authorized to perform cleaning and minor repairs to turnouts and accessories.
- 7.2.11. Contractor supervisors, managers, and cleaning and repair personnel shall be trained in the cleaning and decontaminating of clothing of hazardous materials.
- 7.3 Personnel
- 7.3.1. Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 7.4 Materials and Equipment
- 7.4.1. Contractor shall provide all working materials necessary for the proper performance of the Contract including items such as logs, required forms, and stationery. Contractor shall supply these materials at no cost to District.
- 7.4.2. Contractor shall be liable for all direct related and associated costs, should District or another contractor be required to fill assignments that Contractor is initially responsible for staffing. District may deduct the cost of substitute personnel from Contractor's next invoice submitted to the District for payment or may demand immediate payment from Contractor.

7.5 Training

7.5.1. Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

7.5.2. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.6 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls.

8.0 **WORK SCHEDULES**

8.1 Contractor shall submit for review and approval a work schedule of pick-up times and delivery times for each facility to the District Contract Administrator within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the District Contract Administrator for review and approval within five (5) working days prior to scheduled time for work.

8.3 Delivery/Time of Performance:

8.3.1. Delivery for repaired or cleaned items is required within three (3) calendar days of the initial pick-up. Delivery is defined as returned to the station/site where pick-up was made.

8.3.2. At times, when it is in the best interest of the District, pick up of orders from the Contractor's place of business may be made. In

such instances the Contractor shall release the materials only to the designated representatives of the District authorized to place and pick up orders.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

Performance Requirements Summary is the technical exhibit that lists the tasks, required standards, assessments and methods to be used by District to monitor tasks, requirements, certifications, and required standards of service, and to adjust Contractor's invoices for non-compliance.

9.1 District may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used by District are:

9.1.1. Sampling

9.1.2. One Hundred percent (100%) inspection of service items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance.

9.1.3. Customer complaints

9.2 Criteria for Acceptable and Unacceptable Performance

9.2.1. Acceptable Performance: Performance of a listed service is considered acceptable when Contractor performs the task specified in this Statement of Work.

9.2.2. Unacceptable Performance: Contractor shall be immediately required to correct all activities performed by Contractor that are found by District to be unacceptable in accordance with this Contract and the Performance Requirement Summary. Failure to do so may result in District's enforcement of monetary assessments for non-compliance.

9.2.3. If District's Quality Assurance personnel determines that Contractor's performance is unacceptable, a Contract Discrepancy Report shall be completed, which shall require Contractor to explain, in writing why performance was unacceptable and how performance shall be returned to acceptable levels. District's

Contract Project Monitor shall evaluate Contractor's explanation and determine if monetary assessments are appropriate.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the District will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the District. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the District to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the District, shall be credited to the District on the Contractor's future invoice.

This section does not preclude the District's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

APPENDIX B – Section 2

STATEMENT OF WORK (SOW)

TECHNICAL SPECIFICATIONS

1.0 MATERIAL SAFETY DATA SHEETS

- 1.1 Each bidder must submit with his bid for cleaning and repair portion of the solicitation, Material Safety Data Sheet (MSDS) containing information such as chemical composition, chemical and physical characteristics, health and safety hazards and precautions for safe handling and use. **Failure to submit MSDS shall be just cause for rejection of the bid.**
- 1.2 All products provided under this contract shall be properly labeled in accordance with Occupational Safety and Health Administration (OSHA) Chemical Hazard Communication; OSHA 3084,1983.
- 1.3 All cleaning materials used in support of this contract shall be approved for the use by the National Fire Protection Association (NFPA) and a list of the chemicals used must be supplied with the bid.

2.0 DATA ENTRY AND RECORD KEEPING SERVICES

- 2.1 The vendor shall provide the District with an outline of how the documentation of the execution of this contract shall be recorded. This is a critical element of this contract in or for the District to comply with NFPA requirements regarding garment history and cleaning. The District requires that the vendor use two-dimensional Bar-codes and Automated Data Collection (ADC), or like, technology. The vendor will be required to issue and record each piece of fire fighting ensemble by bar-code and serial number when available. The vendor will also outline a plan to incorporate into the IMS all turnout gear that is currently in use. For each piece of turnout ensemble, the following records should be kept, but no limited to:
 - Identify employee by name and employee number
 - Employee's current work location and shift
 - Serial number of garment
 - Issued bar-code number (to correspond with serial number)
 - Manufacturer date

- History of garment by use
- Date put into service
- Date cleaned
- Date out-of-service (date picked up for cleaning)
- Date retired/condemned
- Total number of days out of service
- Type of cleaning performed
- Type of repairs performed
- Who performed repairs

This information shall be available to the District in report and query format on a monthly, bi-annually, and yearly basis. This information will be used to evaluate the performance, productivity, quality and quantity of the vendor and the services provided. All IMS data will remain the property of the District.

3.0 CLEANING

- 3.1 Contractor shall use NFPA compliant cleaning materials and supply information on the cleaning materials and the MSDS sheets to the District with the bid. Failure to supply this information shall be cause for rejection of the bid.
- 3.2 Contractor's cleaning process must be approved liner and turnout gear manufacturers and must be compliant with current NFPA specifications.
- 3.3 Contractor shall reapply water repellant to each garment after cleaning.
- 3.4 Contractor must be capable of providing decontamination services for protective Clothing which have been exposed to hazardous materials (i.e. Soot, dirt, smoke, perspiration, tar, oil, fuel oils, grease, resins, animal fats and paint).
- 3.5 Contractor must be capable of providing disinfection services for personal Protective clothing which have been directly exposed or are suspected of being contaminated with body fluids or known blood borne pathogens.
- 3.6 Contractor must be capable of providing cleaning services for personal protective.
- 3.7 Clothing contaminated during the normal course of firefighting activities. (i.e. Soot, dirt, smoke, perspiration, tar, oil, fuel oils grease, resins, animal fats and paint.

- 3.8 Contractor shall not make use of chlorine, caustic detergents, solvents, or any other chlorinated solvent which would damage or degrade the fire retardant fibers, liner materials, reflective trim, and hardware or leather reinforcements.
- 3.9 Contractor shall not use temperatures in excess of 110 degrees Fahrenheit.
- 3.10 Contractor shall hang dry all garments in the provided dry room and will not use high heat or tumble drying systems.
- 3.11 Contractor shall be responsible for properly disposing of all contaminants removed from the garments along with affluent in accordance with Local, State and Federal regulations.
- 3.12 Contracting must have a twenty-four (24) hour emergency response number and must have the ability to respond to an emergency situation in a timely fashion. An emergency response “pre-plan” is required which shall outline the emergency staffing response based on the nature of the incident. These incidents average 10-15 per year and may include, but are not limited to:
- Hazardous Materials response
 - FEMA Activation’s
 - Mass Casualty Incidents (MCI)
 - Terrorist incidents
- 3.13 Prices for routine cleaning must include pick-up and delivery daily, as needed from District sites.

4.0 REPAIRS

- 4.1 All repairs must be made in accordance with manufacturer’s guidelines to help meet NFPA specifications.
- 4.2 All materials used shall be NFPA compliant and third party certified.
- 4.3 All thread used will be 100% Nomex IIIA and meet “Major A Seam” requirements.
- 4.4 Prices for routine repair must include pick up and delivery daily, as needed from District sites.
- 4.5 Vendors must be able to repair all components of the protective clothing to the Manufacturer’s original specifications
- 4.6 Contractor must be knowledgeable of all current NFPA Protective Clothing Standards and inspect garments accordingly. Contractor will notify

appropriate individual when it is not cost effective to renovate gear and recommend that it be condemned and replaced. The following guidelines shall be used for the repair and retirement of protective clothing (year requirements are from date of issue, not date of manufacture):

Any protective coats or pants that are:

- 1 year or less (time of service): No more than 90% total rebuild of garment
- 2 years: No more than 80% total rebuild of garment
- 3 years: No more than 70% total rebuild of garment
- 4 years: No more than 60% total rebuild of garment
- 5 years: No more than 50% total rebuild of garment
- 6 years: No more than 40% total rebuild of garment
- 7 years: No more than 30% total rebuild of garment
- 8 years: No more than 20% total rebuild of garment
- 9 years: No more than 10% total rebuild of garment
- 10 years or older: automatic recommendation for retirement

- 4.7 Contractor must be capable of providing a full range of repair services for Personal protective clothing, including rips, tears, burn hoses, reflective trim, leather reinforcement, hardware, liner repairs, alteration and any custom work which is required (i.e. Lengthen/shorten pants, coats, sleeves and waist adjustments). These repairs should include, but are not limited to:

Coats and Pants:

- Goretex/Crosstech repair
- Wristlets
- Collars
- Alterations:
 - Shorten/lengthen sleeves, legs
 - Addition of radio pocket and other accessories
 - Other alterations as needed
- Reflective trim replacement
- Hardware replacement
- Leather reinforcements
- Velcro replacement

- Liner repairs
 - Burn holes
 - Moisture and thermal barrier inspection
 - Zippers
- 4.8 Contractor must be capable of performing testing services when applicable to determine the nature and level of contaminants and the stability of the protective garments.

5.0 TESTING

- 5.1 Contractor must have the capability of performing appropriate tests to determine the level of contamination of specified contaminants found in garments.
- 5.2 Contractor must be capable of providing NFPA 5903 vertical flame tests to insure the protective clothing meets NFPA specifications regarding after flame and char length.
- 5.3 Contractor must be capable of providing other NFPA compliant tests such as Thermal Protective Performance and Trap-Tear Test.

APPENDIX B – Section 3

STATEMENT OF WORK (SOW)

PICK-UP/DELIVERY LOCATIONS

Contractor shall return the turnouts and accessories in individually packages plastic bags, boxes or cartons, labeled with the Fire Department number, fire fighter name, and contains a Packing List of the items being delivered.

Contractor shall provide delivery to each Fire Department Battalion Headquarters, Fire Stations and Administrative site attached or so designated by the Contracts Section.

(* See Subject G)

* Subject G is a 35 page document listing all Battalion, Fire Stations, and Administrative Sites which may be subject to this Contract.

**TURNOUTS AND ACCESSORY CLEANING AND REPAIR SERVICES
SOLICITED NEWSPAPERS LISTING**

1. Antelope Valley Press
2. California Journal
3. Chinese Daily News
4. Daily Breeze
5. Daily News
6. Eastside Sun
7. Korea Times
8. La Opinion
9. Bay Observer
10. Los Angeles Sentinel
11. Rafu Shimpo
12. Watts Times

Award information has not been added at this time.

Bid Information

33031431282

Bid Number : T0001

Bid Title : Turnout and Accessory Cleaning and Repair Services

Bid Type : Service

Department : Fire Department

Commodity : CLOTHING-HAZARDOUS ENVIRONMENT

Open Date : 3/3/2003

Closing Date : 3/24/2003 4:00 PM

Bid Amount : \$ 250,000.00

Bid Download : [Available](#)

Bid Description : Seeking qualified vendors who can provide turnout and accessory cleaning and repair services for all uniformed District personnel.

Contact Name : Sherry Rolls

Contact Phone# : (323) 881-3042

Contact Email : srolls@lacofd.org

Last Changed On : 3/7/2003 2:24:35 PM

33031431282		A	
33031431282		A	

[Back to Last Window](#)

[Back to Award Main](#)

A.Q. MANAGEMENT & CONTROL INC
3921 WILSHIRE BLVD #600
LOS ANGELES , CA 90010

APOLLO SAFETY & INDUSTRIAL
1108 W. 9TH ST.
UPLAND , CA 91786-5703

ABATIX ENVIRONMENTAL CORP.
10051 PAINTER AVE.
SANTA FE SPRING, CA 90650

ARAMSCO
1655 IMPERIAL WAY
THOROFARE , NJ 08086

AIRGAS
4007 PARAMOUNT BLVD. SUITE 100
LAKEWOOD , CA 90712-4138

ASSOCIATED SUPPLY CO
329 W.18TH ST. STE.500
CHICAGO , IL 60616

AIRGAS, INC
10675 VAN OWEN ST
BURBANK , CA 91505-1136

BEYOND PRINT, INC.
25108 MARGUERITE PARKWAY, SUITE B-504
MISSION VIEJO , CA 92692

AMERICAN BUSINESS NETWORK, INC
4701 WRIGHTSVILLE AVE., BLDG #3
WILMINGTON , NC 28403-6916

BLOOMER PLASTICS INC.
1710 N. INDUSTRIAL DR., P.O. BOX 5
BLOOMER , WI 54724-0005

AMTEX
1606 BENT TREE AVENUE
BOWLING GREEN , KY 42103

BOB BARKER COMPANY, INC.
PO BOX 429
118 EAST JONES STREET
FUQUAY-VARINA , NC 27526-0429

ANCHORTEX CORPORATION
465 TAUNTON AVENUE
WEST BERLIN , NJ 08091

CHAGRIN SAFETY SUPPLY, INC.
PO BOX 23157
CHAGRIN FALLS , OH 44023

CHAMI DESIGN, INC.
725 EAST 25TH ST.
TACOMA , WA 98421-2005

CHEYENNE LIVESTOCK & PRODUCTS
P.O. BOX 25
BRUSH PRAIRIE , WA 98606

COMPLIANCE TRAINING SERVICES
6412 CROWLEY AVE.
VENTURA , CA 93003

ENVIRONMENTAL SAFETY PRODUCTS
451 WEST BONITA AVE. # 19
SAN DIMAS , CA 91773

EPIK LLCDBA A DEZIGN
5 WEST HAZEL DRIVE
PO BOX 281
SALEM , UT 84653

EXECUTIVE PROMOTIONS
8135 CABORA DR.
PLAYA DEL REY , CA 90293

EXTREME SAFETY LLC
1123 E. DOMINGUEZ ST
UNIT F
CARSON , CA 90746-3577

F & S SALES CO
PO BOX 11726
SANTA ANA , CA 92711

GLOBAL SPORTSWEAR
1380 OBISPO AVE
LONG BEACH , CA 90804

GLOVE TEK, INC.
1123 E. DOMINGUEZ STREET, UNIT F
CARSON , CA 90746

GMCI
620 22ND STREET
HUNTINGTON BEACH, CA 92648

HEIDI'S UNIFORM GROUP
15 ORANGE AVE.
NEW HAVEN , CT 06510

SPIEWAK & SON INC.
469 SEVENTH AVE., 10TH FLOOR
NYC , NY 10018

IDENTITY UNIFORM & APPAREL INC
2503 SPRING RIDGE DR. A
SPRING GROVE , IL 60081

IMPACT ABSORBENT TECHNOLOGIES
P.O. BOX 1131
5255 TRAFFIC WAY, #5
ATASCADERO , CA 93423

INTERIOR DESIGNS BY RICCI, INC
415 ALISO AVENUE
NEWPORT BEACH , CA 92663-5104

J G PACIFIC IMPORT/EXPORT L LC
4242 HARVEST HILL ROAD
DALLAS , TX 75244-6401

JMS SERVICES
460 NORTH STANLEY AVENUE
LOS ANGELES , CA 90036

L. FRIEDMAN & COMPANY
192 BLACK DUCK CIRCLE
DAYTONA BEACH , FL 32119

L.A. CUSTOM APPAREL & PROMOTION INC.
2680 TEMPLE AVE
LONG BEACH , CA 90806-2209

MAGIC CITY SALES
4363 1ST AVE. NO.
BIRMINGHAM , AL 35222

MARS ENVIRONMENTAL
PO BOX 18029
ANAHEIM , CA 92817-8029

MED-ENG SYSTEMS INC.
2400 ST. LAURENT BLVD.
OTTAWA , K1G6C-4

MEDICAL PURCHASING CORPORATION
5419 S. VERMONT AVE.
LOS ANGELES , CA 90037

NATIONAL TEXTILE AND APPAREL
1018 INDUSTRIAL DRIVE
HAZLEHURST , MS 39

PAGE MEDICAL, INC.
3101 NORTH SILLECT AVE.
BAKERSFIELD , AZ 93303

PEARSON CONSULTING
115 N. LEE ST. SUITE 502
ALEXANDRIA , VA 22314

RAGOLD CORP
415 ALISO AVENUE
NEWPORT BEACH , CA 92663

RBI ADVERTISING, INC.DBA/ RBICOMPANY
3906 LEMMON AVENUE, SUITE 207
DALLAS , TX 75219-3760

RIVERCITY CLOTHING CO., INC
1435 NE 81 #100
PORTLAND , OR 97213

SAFEWARE INC.
9475 LOTTSFORD RD., SUITE #150
LARGO , MD 20774

SPECTRUM PACKAGING
13505 YORBA AVE., SUITE U
P.O. BOX 1195
CHINO , CA 91710

TACHLEES CORPORATION
110 W 34TH STREET, SUITE 1107
NEW YORK , NY 10001

THE THOMASTON CORPORATION
303 FIFTH AVE., STE. 1507
NEW YORK , NY 10016-6001

TRANSCONTINETAL SALES
5725 SOUTH MAIN STREET
LOS ANGELES , CA 90037-4147

UNIFORMS MANUFACTURING, INC.
P.O. BOX 12716
SCOTTSDALE , AZ 85267-2716

VERSA MARKETING, INC.
8840 N. BARTON AVENUE
P.O. BOX 28028
FRESNO , CA 93729-8028

EXTREME SAFETY
1123 E. DOMINGUEZ STREET, UNIT F
CARSON, CALIFORNIA 90746
ATTN: ROXANNE POUCHER

SOLUTIONS SAFETY SERVICES, INC.
P.O. BOX 187
UNION CITY, GA 30291-0187
ATTN: JOHN SHADINGER

SOLUTIONS SAFETY SERVICES, INC.
16182 J GOTHARD STREET
HUNTINGTON BEACH, CA. 92647
ATTN: MIKE MCBRIDE

REQUIRED FORMS - EXHIBIT 13

BID SHEET/PRICE RATES

TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES

Cleaning shall include inspection, minor repairs such as snaps, rivets, dees, re-sewing of trim and velcro, and the repair of small holes and tears.

Contractor shall provide pricing for the following:

CLEANING SERVICES

Item	Unit	Price
Turnout Coats	ea.	\$ 12.23
Turnout Pants	ea.	\$ 12.23
One-Piece Turnout Suite	ea.	\$ 24.00
Helmets	ea.	\$ 1.00
Hoods	ea.	\$ 1.00
Gloves	ea.	\$ 1.00
Boots	ea.	\$ 1.00
Proximity Coats	ea.	\$ 10.00
Proximity Pants	ea.	\$ 10.00
Wildland Jacket	ea.	\$ 5.00
Wildland Pants	ea.	\$

REPAIR SERVICES

Item	Unit	Price
<u>TRIM</u>		
Replace entire trim	ea.	\$ 75.00
Replace trim around sleeves	ea.	\$ 18.75
Shorten coat (including new trim on bottom)	ea.	\$ 25.00
Replace velcro on storm flap	ea.	\$ 16.00
Replace Zipper	ea.	\$ 15.00
<u>REPLACE WRISTLET</u>		
NOMEX	ea.	\$ 4.00
PBI	ea.	\$ 6.00

<u>REPLACE THUMBHOLE WRISTLET</u>		
NOMEX	ea.	\$ 6.00 -
PBI	ea.	\$ 8.00
Repair collar with shell material	ea.	\$ 10.00
Letters	ea.	\$ 1.50
Put Letters on a patch and apply to coat	ea.	\$ 6.00
Replace cuff / elbow patch / should patch (leather, shell material or arashield)	ea.	\$ 7.50
Remove / patch / replace hook	ea.	\$ 3.00
<u>PANTS</u>		
Replace trim around legs	ea.	\$ 8.75
Replace zipper	ea.	\$ 15.00
Replace velcro on front flap	ea.	\$ 10.00
Replace take-up strap	ea.	\$ 5.00
Shorten pants	ea.	\$ 20.00
Replace knee patch / cuff (leather, shell material or arashield)	ea.	\$ 9.50
<u>MISCELLANEOUS</u>		
<u>Patches</u>		
1" to 4" patch	ea.	\$ 3.00
5" to 9" patch	ea.	\$ 6.00
<u>Pockets</u>		
Radio pocket in NOMEX	ea.	\$ 15.00
Radio pocket in PBI	ea.	\$ 17.00
Cargo pocket in NOMEX	ea.	\$ 18.00
Cargo pocket in PBI	ea.	\$ 20.00
Breathing apparatus pocket in NOMEX	ea.	\$ 30.00
Breathing apparatus pocket in PBI	ea.	\$ 45.00
Liner - repair moisture barrier / repair thermal liner	ea.	\$ 25.00
Kevlar utility belt	ea.	\$ 75.00
<u>Other</u>		
Replace snaps, hooks, button, dee rings, re-stitching	ea.	\$ 1.00

PRICING EVALUATION COMPARISON

List 1 – “Price Per Item” multiplied by 4,103 uniformed employees

	SOLUTIONS SAFETY SERVICES, INC.		FIRE MAINTENANCE COMPANY	
<i>Item</i>	Price Per Item	* Price Sum	Price Per Item	* Price Sum
Turnout Coats	\$12.23	\$50,179.69	\$20.00	\$82,060.00
Turnout Pants	\$12.23	\$50,179.69	\$20.00	\$82,060.00
Total		\$100,359.38		\$164,120.00

List 2 – “Price Per Item” multiplied by one-half (1/2) of uniformed employees (2,0515.50)

	SOLUTIONS SAFETY SERVICES, INC.		FIRE MAINTENANCE COMPANY	
<i>Item</i>	Price Per Item	** Price Sum	Price Per Item	** Price Sum
Replace trim around sleeves	\$18.75	\$38,468.63	\$10.00	\$20,515.00
Shorten coat (including new trim on bottom)	\$25.00	\$51,287.50	\$25.00	\$51,287.50
NOMEX	\$6.00	\$12,309.00	\$15.00	\$30,772.50
Replace cuff/elbow patch/shoulder patch (leather, shell material or arashield)	\$7.50	\$15,386.25	\$10.00	\$20,515.00
Replace trim around legs	\$8.75	\$17,950.63	\$10.00	\$20,515.00
Replace knee patch/cuff (leather, shell material or arashield)	\$9.50	\$19,489.25	\$10.00	\$20,515.00
Breathing apparatus pocket in NOMEX	\$30.00	\$61,545.00	\$25.00	\$51,287.50
Liner – repair moisture barrier/repair thermal liner	\$25.00	\$51,287.50	\$30.00	\$61,545.00
Total		\$267,723.76		\$276,952.50

GRAND TOTAL

	SOLUTIONS SAFETY SERVICES, INC.	FIRE MAINTENANCE COMPANY
LIST 1	\$100,359.38	\$164,120.00
LIST 2	\$267,723.76	\$276,952.50
GRAND TOTAL:	\$368,083.14	\$441,072.50

REQUIRED FORMS - EXHIBIT 6
County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Solutions Safety Services, Inc.

☒ **I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ **I AM**

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>132</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	2		3		4	4
Hispanic/Latino			1	2	7	32
Asian or Pacific Islander			1			3
American Indian						
Filipino						2
White	27	20	6	6	7	5

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

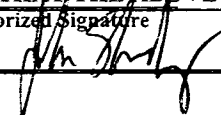
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0.03 %	%	%	%	%	51 %
Women	%	%	%	%	%	49 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature 	Title: Vice Pres., Sls & Mkt	Date: 3/21/03
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REQUIRED FORMS - EXHIBIT 4

Revised 07/02/2001

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that Bidders for County contracts submit certifications of Program compliance to the soliciting County department along with their Bids. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in Bid) John Shadinger, hereby submit this certification to the (County department) LA Cnty Child Support Service Dept, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in Bid) Solutions Safety Service, Inc. an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 6501 Mall Blvd, Union City, GA. is in compliance with Los Angeles County's Child Support

Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 18 day of March, 2003 (Month and Year)

at: Union City, GA. 770-774-1389
(City/State) (Telephone No.)

by: [Signature]
(Signature of a principal owner, an officer, or manager responsible for submission of the Bid to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

REQUIRED FORMS - EXHIBIT 12**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Invitation for Bids is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: Solutions Safety Services, Inc.			
Company Address: 6501 Mall Blvd			
City: Union City	State: GA	Zip Code: 30291	
Telephone Number: 770-774-1389			
Solicitation For T0001 Services): Turnout & accessory cleaning & repair service			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

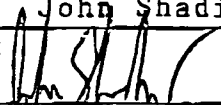
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: John Shadinger	Title: Vice President Sales and Marketing
Signature: 	Date: 3/21/03



**DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT**

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Telephone # (415) 703-4810
Fax Phone# (415) 355-5450

FAX REQUEST COVER SHEET

DATE: 6/12/2003

TIME:

TO: Lucy Guadiana/contract admin.

FAX NO: 323-881-5176

CO/DEPT/AGENCY: County of Los Angeles, Fire Department

FROM: Amy Tang

PHONE #: 415-703-4828

RE: Public Records Request on Solutions Safety Services, Inc.

COMMENTS:

Dear Lucy Guadiana:

**This fax is in response to your correspondence requesting information on
any claims filed for wage and labor violations against :**

Solutions Safety Services, Inc.

6501 Mall Blvd., Union City, GA 30291 / John Shadinger

**After a statewide search of our databases, NO VIOLATIONS were found
against the requested business entity.**

No hard copy will follow

Thank you! Amy Tang / PRA Office Assistant

TOTAL NUMBER OF PAGES (Including this page): 1